

11-14-2005

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2006)U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office103118120
TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

FlipChip International, LLC

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation- State: _____
☒ Other LLC

Citizenship (see guidelines) Delaware

Additional names of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) October 13, 2005

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Ack of Intel. Prop. Collateral Lien

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: CapitalSource Finance LLC

Internal

Address: Attn: Steven Freishtat

Street Address: 4445 Willard Ave., 12th Floor

City: Chevy Chase

State: Maryland

Country: USA Zip: 20815

- ☐ Association Citizenship _____
☐ General Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☐ Corporation Citizenship _____
☒ Other LLC Citizenship Delaware

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

78/168486; 75/347767; 78/439,264; 78/428,935; 78/428,930

Additional sheet(s) attached? ☐ Yes ☒ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Lloyd J. MacNeil, Esq.

Internal Address: c/o Morgan, Lewis & Bockius LLP

Street Address: 300 S. Grand Avenue, 22nd Floor

City: Los Angeles

State: California Zip: 90071-3132

Phone Number: 213.612.7389

Fax Number: 213.612.2501

Email Address: lmacneil@morganlewis.com

6. Total number of applications and registrations involved:

5

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 140.00

- ☐ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☒ Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____b. Deposit Account Number _____
Authorized User Name _____

9. Signature:

Signature

Lloyd J. MacNeil, Attorney for CapitalSource Finance LLC

Name of Person Signing

November 1, 2005

Date

Total number of pages including cover sheet, attachments, and document: Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450TRADEMARK
REEL: 003250 FRAME: 0088

**RECORDATION FORM COVER SHEET
PATENTS ONLY**

Name of Conveying Party: FlipChip International, LLC

Name of Receiving Party: CapitalSource Finance LLC

4. Continuation of application or patent numbers:

B. Patent No.(s):

6,570,260

**ACKNOWLEDGEMENT OF
INTELLECTUAL PROPERTY COLLATERAL LIEN**

This Acknowledgement of Intellectual Property Collateral Lien (this "**Acknowledgement**") is dated as of October 13, 2005, by and among the Grantors listed on the signature pages hereto (individually, a "**Grantor**", and collectively, the "**Grantors**"), in favor of CapitalSource Finance LLC, a Delaware limited liability company, as administrative agent for the Lenders under the Credit Agreement described below (in such capacity, the "**Secured Party**").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof among the Grantors, the Secured Party and the Lenders (as the same exists and may be amended, restated, supplemented, extended, renewed, replaced or otherwise modified from time to time, the "**Credit Agreement**"), the Lenders have agreed to provide a Term Loan to the Borrower (as defined in the Credit Agreement) upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to that certain Security Agreement dated as of the date hereof among the Grantors and the Secured Party (as the same exists and may be amended, restated, supplemented, extended, renewed or otherwise modified from time to time, the "**Security Agreement**"), each of the Grantors granted to Secured Party, for itself and the benefit of the Lenders, certain liens on the Collateral to secure its respective Obligations under the Credit Agreement; and

WHEREAS, pursuant to the terms of the Credit Agreement and/or the Security Agreement the Grantors are required to execute and deliver this Acknowledgment in favor of Secured Party, for itself and the benefit of the Lenders;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce Secured Party and Lenders to enter into the Loan Documents and to make Loans to the Borrower thereunder, each Grantor hereby agrees with Secured Party as follows:

Section 1. Defined Terms. Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Security Agreement or, to the extent the same are used or defined therein, the meanings provided in Article 9 of the UCC in effect from time to time. Whenever the context so requires, each reference to gender includes the masculine and feminine, the singular number includes the plural and vice versa. This Acknowledgement shall mean such agreement as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, from time to time. References in this Acknowledgement to any Person shall include such Person and its successors and permitted assigns.

Section 2. Reaffirmation of Grant of Security Interest in Intellectual Property Collateral. Each Grantor, as collateral security for the full, prompt and complete payment and

performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, hereby reaffirms its grant to Secured Party, for itself and the benefit of the Lenders, of a Lien upon all of its right, title and interest in, to and under the Intellectual Property Collateral (as defined below), and further reaffirms its collateral assignment, conveyance, mortgage, pledge, hypothecation and transfer to Secured Party, for itself and the benefit of the Lenders, of a lien on and security interest in all of its right, title and interest in, to and under the following (herein referred to as "**Intellectual Property Collateral**"):

- (i) all of its owned Trademarks and Trademark Licenses to which it is a party, including those referred to on Schedule I hereto;
- (ii) all of its owned Patents and Patent Licenses to which it is a party, including those referred to on Schedule II hereto;
- (iii) all renewals, reissues, continuations or extensions of the foregoing;
- (iv) all goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark License, Patent and Patent License; and
- (v) all Proceeds of the foregoing, including any claim by such Grantor against third parties for past, present, future (a) infringement or dilution of any Trademark, Trademark licensed under any Trademark License, Patent or Patent licensed under any Patent License or (b) injury to the goodwill associated with any Trademark, Trademark licensed under any Trademark License, Patent or Patent licensed under any Patent License.

Section 3. Acknowledgement. The security interests reaffirmed herein are granted in conjunction with the security interest granted to Secured Party, for itself and the benefit of the Lenders, pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party and Lenders with respect to the security interest in the Intellectual Property Collateral reaffirmed herein are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent that there is any conflict or inconsistency between this Acknowledgement and the Security Agreement, the terms and conditions of the Security Agreement shall govern.

Section 4. Rights of Wells Fargo Bank, National Association. Notwithstanding any provision to the contrary in this Acknowledgement, the rights of Secured Party under this Acknowledgement, and the Secured Party's security interest, shall be subject to the rights and security interest of Wells Fargo Bank, National Association as set forth in the Senior Loan Agreement and Related Documents and the Subordination Agreement between the Secured Party and Wells Fargo Bank, National Association.

[Signatures appear on the following page]

IN WITNESS WHEREOF, each Grantor has caused this Acknowledgment of Intellectual Property Collateral Lien to be executed and delivered by its duly authorized officer as of the date first set forth above.

FLIPCHIP INTERNATIONAL, LLC,
a Delaware limited liability company

By: 

Name: Robert A. Forcier

Title: Manager

ALL-PURPOSE ACKNOWLEDGMENT

STATE OF Arizona)

COUNTY OF Maricopa) SS.

On October 12, 2005, before me, Laura L. Giese, Notary Public,
Date Name And Title Of Officer (e.g. "Jane Doe, Notary Public")

personally appeared Robert A. Forcier,
Name of Signer(s)

☐ personally known to me – OR – ☒ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

Laura L. Giese
Signature of Notary Public



OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ Individual
☐ Corporate Officer

Title(s)

- ☐ Partner(s) ☐ Limited
☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other: _____

Signer is representing:
Name Of Person(s) Or Entity(ies)

DESCRIPTION OF ATTACHED DOCUMENT

**Acknowledgement of Intellectual Property
 Collateral Lien**

Title or Type of Document

Number Of Pages

Date Of Document

Signer(s) Other Than Named Above

Acknowledgement of IP Collateral Lien
CapitalSource—FlipChip
 1-1-A-88884 2

Accepted and Agreed:

CAPITALSOURCE FINANCE LLC,
as Secured Party

By: 

Name:

Joseph Tunitz

Title:

General Counsel
Corporate Finance

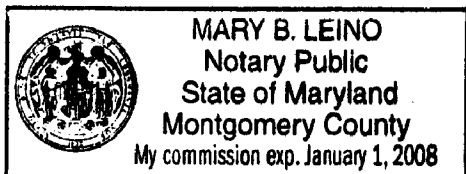
ALL-PURPOSE ACKNOWLEDGMENT

STATE OF Maryland)
COUNTY OF Montgomery) ss.

On Oct. 12, 2005, before me, Mary B. Leino,
Date Name And Title Of Officer (e.g. "Jane Doe, Notary Public")

personally appeared Joseph Turitz,
Name of Signer(s)

- ☒ personally known to me - OR - ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Mary B. Leino
Signature of Notary Public

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ Individual
☐ Corporate Officer

Title(s)

- ☐ Partner(s) ☐ Limited
☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other: _____

Signer is representing:
Name Of Person(s) Or Entity(ies)

DESCRIPTION OF ATTACHED DOCUMENT

Acknowledgement of Intellectual Property
Collateral Lien

Title or Type of Document

Number Of Pages

Date Of Document

Signer(s) Other Than Named Above

SCHEDULE I
to
ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY COLLATERAL LIEN
TRADEMARK REGISTRATIONS

Serial Number	Country	Filing Date	Word Mark	Owner	Status
78/168486	US	09/27/02	Spheron	FlipChip International, LLC	Registered
75/347767	US	10/09/01	UltraCSP	FlipChip International, LLC	Registered
78/439,264	US	6/22/04	FOC Flex-On Cap	FlipChip International, LLC	Received Notices of Allowance
78/428,935	US	6/02/04	Lifestyle	FlipChip International, LLC	Received Notices of Allowance
78/428,930	US	6/02/04	FlipChip International	FlipChip International, LLC	Registered

Acknowledgement of IP Collateral Lien
CapitalSource—FlipChip
phx-fs1\1515321v01

SCHEDULE II
to
ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY COLLATERAL LIEN
PATENT REGISTRATIONS

Intellectual Property

FlipChip Owned Intellectual Property

Flip Chip Awarded Patents				
Patent #	Award Date	Filed	Title	Assignee
6,287,893	9/11/01	7/13/98	Method for Forming Chip Scale Package	FlipChip International, LLC
6,445,069	9/3/02	1/22/01	Electroless Ni/Pd/Au Metallization Structure for Copper Interconnect Substrate and Method Therefor	FlipChip International, LLC
6,441,487	8/27/02	10/20/97	Chip Scale Package Using Large Ductile Solder Balls	FlipChip International, LLC
6,578,755	6/17/03	9/22/00	Polymer Collar	FlipChip International, LLC
NI-171691	2/11/03	09/21/01	Polymer Collar	Flip Chip Technologies
6,750,135	06/15/04	06/20/01	Method For Forming Chip Scale Package	FlipChip International, LLC
6,919,508	06/19/05	11/10/03	Build-Up Structures with Multi-Angle Vias for Chip to Chip Interconnects and Optical Bussing	FlipChip International, LLC

Acknowledgement of IP Collateral Lien
CapitalSource—FlipChip
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Active FlipChip Filings				
Serial Number	Country	Filing Date	Title	Assignee
09/575,298	US	5/19/00	Solder bar for High Power FlipChips	FlipChip International, LLC
2000-517447	Japan	10/19/98	Chip Scale Package Using Large Ductile Solder Balls	FlipChip Technologies, LLC
98953717.0	EPO	10/19/98	Chip Scale Package Using Large Ductile Solder Balls	FlipChip Technologies, LLC
10-2000-7004263	Korea	10/19/98	Chip Scale Package Using Large Ductile Solder Balls	FlipChip Technologies, LLC
1971260.3	EPO	9/21/01	Polymer Collar for Solder Bumps	FlipChip Technologies, LLC
10-2003-7004188	Korea	9/21/01	Polymer Collar for Solder Bumps	FlipChip Technologies, LLC
1935623.7	EPO	5/17/01	Solder bar for High Power FlipChips	FlipChip Technologies, LLC
PCT/US04/31732	International	09/27/04	Forming Partial-Depth Features In Polymer Film	FlipChip Technologies, LLC
10/672,201	US	09/26/03	Forming Partial-Depth Features In Polymer Film	FlipChip International, LLC
PCT/US04/31583	International	09/27/04	Wafer-Level Moat Structures	FlipChip Technologies, LLC
10/672,165	US	09/26/03	Wafer-Level Moat Structures	FlipChip International, LLC
60/623,200	US	10/29/04	High Performance Chip Scale Package For Radio Frequency Devices	FlipChip International, LLC
11/145,948	US	06/07/05	Build-Up Structures with Multi-Angle Vias for Chip to Chip Interconnects and Optical Bussing	FlipChip International, LLC
60/646,743	US	01/25/05	High Sensitivity Thermopile Sensor Suitable For Direct Contact Temperature Measurements	FlipChip International, LLC

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Schedule 5.11 - FlipChip Owned Inactive Filings

FlipChip Inactive Filings					
Serial Number	Country	Filing Date	Title	Author(s)	Description
PCT/US98/22071	International	10/18/98	Chip Scale Package Using Large Ductile Solder Balls	Peter Elenius; Harry Hollack	International versions of issued US patents
PCT/US01/15928	International	5/17/01	Solder bar for High Power FlipChips	Peter Elenius; Hong Yang	Method for forming structures for heat dissipation
PCT/US01/29509	International	09/21/01	Polymer Collar For Solder Bumps	Peter Elenius; Deok Hong Kim	
PCT/US02/01655	International	1/18/02	ENi/Pd/Au Metallization structure for Cu Interconnect substrate and method Therfor	Jamin Ling; Dave Charles Stepniak	ENi/Pd/Au Metallization structure for Cu Interconnect substrate and method Therfor

Licensed Intellectual Property

FlipChip holds the licenses to the patents below (the "Delphi Patents") from Delco Electronics Corporation and/or Delphi Corporation (together, "Delphi"). The licenses for the Delphi Patents were obtained under the Technology Transfer Agreement, dated as of February 28, 1996, between Delco Electronics Corporation and Flip Chip Technologies, LLC, as amended (the "Technology Transfer Agreement") and is considered "Technology" as defined therein.

Delco/Delphi Awarded Patents and IP (filings, ideas)				
Patent #	Award Date	Filed	Title	Assignee
5,547,740	8/20/96	3/23/95	Solderable Contacts for Flip Chip Integrated Circuit Devices	Delco Electronics Corp.
5,938,862	8/17/99	4/3/98	Fatigue-Resistant Lead Free Alloy	Delco Electronics Corp.
5,607,099	3/4/97	4/24/95	Solder Bump transfer device for Flip Chip Integrated Circuit Devices	Delco Electronics Corp.

Acknowledgement of IP Collateral Lien
CapitalSource—FlipChip
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Delco Delphi Awarded Patents and P (filings, ideas)

Patent #	Award Date	Filed	Title	Assignee
5,632,667	5/27/97	6/29/95	No Coat Backside Wafer Grinding Process	Delco Electronics Corp.
5,803,340	9/8/98	9/29/95	Composite Solder Paste for Flip Chip Bumping	Delco Electronics Corp.
6,184,581	2/6/01	11/24/97	Solder Bump Input/Output pad for Surface mount circuit device	Delco Electronics Corp.
5,891,756	4/6/99	6/27/97	Process for Converting a Wire Bond Pad to a Flip Chip Bump Pad formed thereby	Delco Electronics Corp.
6,251,501	6/26/01	3/29/99	Surface Mount Circuit Device and Solder Bumping Method Therefor	Delco Electronics Corp.
6,281,106	8/28/01	11/25/99	Method of Solder Bumping a Circuit Component	Delco Electronics Corp.
6,375,062	4/23/02	11/6/00	Surface Bumping Method and Structure Formed Thereby	Delco Electronics Corp.
6,619,536	9/16/03	2/15/02	Solder paste composition	Delco Electronics Corp.

Acknowledgement of IP Collateral Lien
 CapitalSource—FlipChip
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Delco/Delphi Awarded Patents and IP (filings/ideas)				
Patent #	Award Date	Filed	Title	Assignee
6,570,260	5/27/03	2/15/02	Solder paste composition	Delco Electronics Corp.

The patent application (the "Application") listed below is licensed from Delphi. The Application was obtained under the Technology Transfer Agreement and is considered Technology thereunder.

Active (filings)			
Serial Number	Country	Filing Date	Title
6,811,892	US	8/22/02	Lead based solder Alloys containing copper
08/511,766	US	Unknown	Method for Flip Chip Solder Bump Formulation with Solder Paste using a CFC-Free Photoresist Film

Acknowledgement of IP Collateral Lien
CapitalSource—FlipChip
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